EXHIBIT A

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

RUBIE'S II, LLC,

X

X

Plaintiff.

V.

CIVIL ACTION NO.: 1:24-CV-4079

CONSENT PERMANENT

XIAO MA d/b/a FUNFLATABLE and d/b/a ZPISF; JOHN OR JANE DOES 1-10 AND JOHN DOE COMPANIES 1-10, inclusive (unidentified).

INJUNCTION

Defendants.

ndants.

THIS MATTER was opened to the Court by Plaintiff, Rubie's II, LLC ("Plaintiff"), upon the filing of a Complaint alleging Defendants Xiao Ma doing business as Funflatable and doing business as Zpisf, John or Jane Does 1-10 and John Doe Companies 1-10 inclusive (unidentified) (collectively, "Defendants") engaged in acts of federal trademark counterfeiting and infringement, false designation of origin and unfair competition under federal laws, trademark infringement under New York common law and unfair competition under New York law. Prior to the filing of an Answer, Plaintiff and Defendant Xiao Ma resolved their differences, and it appearing that the parties have agreed to the form and entry of the within Consent Permanent Injunction; and for good cause shown:

IT IS ORDERED

That Defendant Xiao Ma, and all those in privity or active concert or participation with Xiao Ma (including without limitation each distributor or reseller of the Xiao Ma's products), and all those who receive actual notice by personal service or otherwise, are hereby permanently enjoined from:

- (1) Using Funflatable or any confusingly similar trademarks, in connection with the manufacture, import, distribution, offer for sale, and/or sale of merchandise that is not the products of Plaintiff.
- (3) Committing any other acts calculated to cause purchasers and/or the general public to believe that Xiao Ma's products are Plaintiff's merchandise; and
- (4) Diluting and infringing any and all of Plaintiff's marks and damaging Plaintiff's goodwill; and
- (6) Otherwise competing unfairly with Plaintiff in any manner; and

ORDERED that all claims asserted by Plaintiff against Xiao Ma in the complaint filed herein, as well as all claims that could have been asserted by Plaintiff against Xiao Ma, are hereby DISMISSED WITH PREJUDICE; and

ORDERED that this Court shall retain jurisdiction to enforce the terms of this Order and the terms of the settlement agreement between Plaintiff and Xiao Ma.

SO ORDERED. This 18 day of November

Ronnie Abrams

United States District Court Judge

WE HEREBY CONSENT TO THE FORM AND ENTRY OF THE FOREGOING CONSENT PERMANENT INJUNCTION:

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Xiao Ma

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